



Town of Bluffton
Request for Proposals
Refuse and Recycling Services
RFP 2010-54

The Town of Bluffton is soliciting sealed proposals from experienced and qualified firms for the provision of comprehensive, high-quality refuse and recycling collection services for residential areas only within the Town limits. No commercial businesses are included in this service. This will be a 3 year contract with a 2 year option to renew. Separate contracts may be awarded for the collection of either refuse and/or recycling at the Town's discretion.

A mandatory pre-bid conference will be held at 1:30 pm Wednesday April 14, 2010 at Town Hall, 20 Bridge Street, Bluffton. No bidders will be admitted after 1:35 pm. Bids will not be accepted from those that do not attend this pre-proposal conference.

Sealed proposals, including all necessary documents, are due by 10:00 am Friday, April 23, 2010 at Town Hall, PO Box 386, 20 Bridge St, Bluffton, South Carolina, 29910 clearly marked as: **RFP 2010-54 Refuse and Recycling Services**. Offerors should submit one (1) original and four (4) copies by the stated deadline. Proposals will be opened at 10:05 that date. No faxed or electronically submitted proposals will be accepted. A five percent bid bond is required with submittals.

Questions should be addressed to Tammy Malone at 843-706-4534 emailed to tmalone@townofbluffton.com or faxed to 843-757-6727. All questions and answers will be posted on the Town's website www.townofbluffton.sc.gov. No questions will be accepted after April 16, 2010.

BACKGROUND

The Town of Bluffton provides once weekly household refuse and recycling services at no charge to residential homes in the town limits. Palmetto Bluff is not in the service area. As of March 1, 2010, 4,635 being residences are serviced (map to be distributed at pre-proposal conference). It is anticipated that several additional residences may be included during the life of this contract.

Curb-and-gutter streets exist for most of the residences covered by this contract. In the areas lacking curb-and-gutter, refuse and recycling is generally placed near driveways or adjacent to parking areas.

The Town encourages community responsibility and environmental protection. It sponsors several community wide clean ups aimed at reducing hazards, environmental dangers and blight. Educational programs to enlighten citizens are a mission of the Town as well.

SCOPE OF SERVICES

General

Contractor shall be qualified to perform all services herein. Contractor shall ensure that any specialized sub contractor required for certain services, i.e. hazardous materials, also be appropriately certified.

Contractor shall maintain general liability and automobile insurance in the amount of \$2,000,000. Contractor shall maintain Worker's Compensation in the statutory limits.

Contractor shall maintain a current Town of Bluffton business license.

Contractor shall ensure that all drivers are competent, have CDLs, and other required certifications. Contractor shall ensure that drivers follow all highway/driving regulations, safety procedures and best management practices for refuse collections. The Town has the right to have drivers or other contractor employees removed from Town routes should citizen complaints, incompetence or disregard for public safety be proven.

Contractor shall maintain a fleet of proper working and insured vehicles sufficient in size and capability to provide services herein. All required and up to date documentation shall be kept in each vehicle at all times.

Contractor shall be responsible for the proper disposal of all collections. Proof of improper disposal, i.e. recyclables or hazardous materials **knowingly** disposed of with household refuse, is grounds for immediate contract termination.

Residential Services

Contractor shall initially provide one 96 gallon trash container and one recycling bin for each residential home at no charge. Thereafter, a reasonable fee may be charged for replacement of additional units. Containers should be compatible with contractor's trucks.

Contractor shall once weekly pick up household refuse and recycling for each residence. Contractor shall pick up any missed scheduled pick up within 24 business hours of notification. Additional weekly pick ups shall not be authorized unless contractor is notified in writing by the Town to do so. **No residential pick ups shall begin before 7:00 am or end after 5:00 pm.**

It is not necessary that each pick up be conducted concurrently; however, a schedule shall be provided to each residence and to the Town notifying of pick up dates. Should this schedule be amended, a 30 day advanced notice shall be required to each affected location.

Contractor shall twice yearly, as scheduled by the Town, provide to all residences curbside bulky items pick ups. Bulky items shall include, but not be limited to, furniture, white goods, brown goods, and other debris. Should additional pick ups be deemed necessary by the Town, the Town shall pay the standard rates at that time. Hazardous materials shall not be included in this service.

Contractor shall provide a list to residences and the Town of acceptable types of household refuse and recyclables. It is the intent of the Town that as many materials be recycled as possible.

Contractor shall provide a list of unacceptable materials and has the right to refuse pick up of stated items.

Disputes with customers that the Contractor is unable to resolve shall be mediated by the Town. Should Contractor prove that measures have been taken to resolve the matter to no avail; the residence may be removed from the route.

OPTION: The Town may decide to offer yard debris removal for residents. If the option is exercised, Contractor shall once weekly pick up all yard debris that is properly bagged and placed. Contractor shall appropriately dispose of all collections. Yard debris shall be defined as leaves, pine straw, vegetation clippings, and limbs or branches no greater than 1" in diameter,

Town and Community Services

Contractor shall provide at no charge to the Town a 15 yd container for Town Hall (20 Bridge Street), a 15 yd container for Buildings and Grounds (2 Recreation Court) and a 30 yd container for the Law Enforcement Center (39 Persimmon Street). Each location shall be emptied weekly. The Town shall be charged only actual landfill fees for these containers.

Contractor shall provide at no charge a sufficient number of recycling bins for each Town facility. Recycling at each facility shall be collected weekly.

Contractor shall provide at no charge a 30 yd container and disposal twice yearly for community wide clean ups, i.e. May River Clean Up. Additional containers per event or number of events shall be charged at the current fee.

The Town may elect to hold "special drives" from time to time, i.e. hazardous materials, ewaste, etc. The contractor shall assist the Town in all permitting and mandates regarding these drives. Should the contractor be unqualified to perform these services, contractor shall assist in securing qualified contractors.

Financial/Audits

Contractor shall maintain contracted prices, including any fuel surcharge, for a one year period. The Town and Contractor shall review and negotiate new rates at each year's interval to determine fair market value. Reasons for adjustment may include additions or deletions of numbers of customers, higher or lower fuel prices, and changes in local, state or federal regulations. Should the Town and Contractor not agree to a new negotiated price, the Town shall

cancel the contract and rebid it.

A quarterly audit, or more frequent if requested, of contractor's records shall be conducted by the Town to verify contractor's information. Contractor shall provide information, in the manner requested by the Town, within 15 days of notice to do so.

Invoices and previous payments shall be adjusted as deemed appropriate for any audited proven discrepancies. All approved invoices shall be paid within 30 days of submittal.

Reports

Contractor shall provide to the Town all proposed routes, disposal methods and disposal locations. Disposal of all materials (refuse, recyclables, bulky items, etc.) shall be in compliance with all local, state and federal regulations. All proposals shall be approved by the Town in advance of commencement.

Contractor shall provide monthly reports on the number of residences and community events serviced the previous month. The report shall include the amount in tonnage of household refuse delivered to the landfill. It shall also provide the amount and types of recyclables processed and where it is processed.

Contractor shall prepare an annual report on all services compiling monthly reports and any other activities provided to the Town the previous year. The report shall be due by June 30 of each year.

Contractor may be required to make presentations to Town Council or other community groups from time to time on the Town's refuse removal and recycling efforts.

Contractor may be requested to participate in or assist in public educational campaigns aimed at increasing recycling and reducing landfill use.

Additional Services

In the event of a natural or man made disaster or event, Contractor shall make available as much equipment, materials and manpower available or as needed. Contractor shall be compensated at current rates and fees for these services.

Other unidentified services may be required during the term of the contract. A scope of services will be provided for said service and all fees negotiated at that time.

PROPOSAL SUBMITTALS

Proposals should contain:

- A cover letter stating the company's history, experience, and qualifications
- Proposed transition from current contractor
- Proposed methodology to deliver the required services
- List of proposed equipment to be dedicated to the Town of Bluffton
- Examples of required reporting

- References for similar work
- Bid Sheet (attachment 1)
- Proof of licenses and insurances
- Exceptions to the RFP requirements
- Exceptions to proposed contract (attachment 2)

DELIVERABLES

The successful contractor shall provide, at a minimum, the following expectations:

- Customer friendly and timely services described herein. All corrections, within reason, are made within 24 business hours
- Timely and accurate reporting as required without prompting from Town officials
- Innovative and cutting edge technology and methods for continuous improvement
- Flexibility and willingness to assist the Town as needed in unanticipated situations

All materials submitted shall become property of the Town of Bluffton.

EVALUATION CRITERIA

Proposals shall be evaluated on:

- Demonstrated understanding of desired services and proposed deliverance methodology
- Experience with similar services
- Equipment and manpower dedicated to perform services
- Fee schedule
- References

Responders may be interviewed by an evaluation team.

TOWN OF BLUFFTON RIGHTS

Proposals must be signed by an official of the company authorized to bind the offeror, and it shall contain a statement that the proposed price is good for a period of at least ninety (90) days from the submittal date.

The Town reserves the right to refuse any and all proposals and to waive any technicalities and formalities. The Town reserves the right to negotiate with all qualified offerors. The Town may cancel this solicitation in part or in its entirety if it is in the Town's best interest to do so.

This solicitation does not commit the Town to award a contract, or to pay for any cost incurred in the preparation of your proposals, or to procure or contract for any articles of goods or services.

The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods or services.



BID FORM

RFP 2010-54

We have read and understand the Scope of Services for this RFP and agree to comply with all requirements. This is a 3 year contract with a 2 year option to renew at the discretion of the Town of Bluffton. The below quote is firm for one year and includes all services described in the RFP. Each year fees may be renegotiated based upon current financial factors. Exceptions to the RFP should be made as noted.

Item		Item	
Proposed monthly fee per residence	\$	Each additional new residence fee	\$
Replacement trash container fee	\$	Replacement recycle bin fee	\$
Proposed number of crews	#	Size of crew (persons)	#
Proposed number of dedicated trucks	#		

Describe contract discounts that may be applied (if any) for additional homes above the base number (4,635) at the following intervals:

5% increase _____ 10% increase _____ 20% increase _____

Describe any other possible discounts or services (attach sheet if necessary) _____

BID OPTION:

Proposed monthly fee per residence for once weekly yard debris pick up \$ _____

COMPANY: _____ Owner/Manager: _____

Telephone: _____ Business License #: _____

Authorized Signature: _____ Date: _____

This bid is in effect for 60 days following bid opening.

Sample Contract

TOWN OF BLUFFTON AGREEMENT
Contract Number <200X-XX>

COUNTY OF BEAUFORT

STATE OF SOUTH CAROLINA

THIS AGREEMENT is made the ____ of _____, 200_ between <Contractor> (hereinafter called “Contractor”) and the Town of Bluffton (hereinafter called “Town”), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town desires <purpose of contract>; and

WHEREAS, the Town and Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below:

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. Services/Schedule: The Contractor shall perform services per the attached scope of work and schedule in “Attachment 1”.
2. Deliverables: The deliverables resulting from execution of the above mentioned work shall be:
 <Deliverables>
3. Fees: The total cost of these services shall be \$ <Costs> per “Attachment 2”.
4. Invoicing: The Contractor shall send invoices to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: <Project Manager>. The invoice should reference contract number <200X-XX> Approved invoices shall be paid within 30 days upon receipt of invoice.
5. General Terms and Conditions:
 - a. The contractor is required to maintain appropriate levels, in the Town’s sole opinion, of insurance for general liability, auto liability, professional liability, and workers compensation coverage. The contractor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
 - b. Work will commence at NOTICE TO PROCEED and expire upon completion and acceptance of the project. All deliverables, whether goods, services, supplies, or other, shall become the property of the Town. Any deliverables that may be provided in hard copy and electronic form, such as drawings, plans, specifications, reports, or other, shall be provided in such formats and orientations as required by the Town.
 - c. Contractor shall be licensed to perform the work including, but not limited to, a current Town of Bluffton Business License and any required State of South Carolina license.
 - d. Contractor shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.
 - e. In the event the Contractor is required to hire Sub-Contractors, those Sub-Contractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list of all Sub-Contractors and to immediately notify the Town of any changes. Use of non licensed Sub-Contractors is grounds for termination.

- f. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.
- g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.
- h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
- i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by both parties. The Contractor may not assign this contract without the prior written approval of the Town.
- j. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
- k. In the event the Town has to proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.
- l. Unless otherwise specified in this Agreement, Contractor shall provide a one (1) year warranty for the work performed hereunder, with said time to be measured from the date of final acceptance of the work by the Town.
- m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Town and Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The contractor's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

<CONTRACTOR NAME>

TOWN OF BLUFFTON

Date: _____

Date: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Position: _____

Position: _____

Witness: _____

Witness: _____

Witness: _____

Witness: _____

Attachments:

- 1.
- 2.